

EXHIBIT 2

EXECUTION VERSION

DISCLOSURE SCHEDULES

to the
MEMBERSHIP INTEREST PURCHASE AGREEMENT

By and Among
MONEYLION TECHNOLOGIES, INC.
MALKA MEDIA GROUP, LLC
JEFFREY FROMMER, LYUSEN KRUBICH, DANIEL FRIED AND PAT CAPRA
and
JEFFREY FROMMER, as SELLERS' REPRESENTATIVE

Dated November 15, 2021

In connection with that certain Membership Interest Purchase Agreement dated as of November 15, 2021 (the “Agreement”) by and among MoneyLion Technologies, Inc., a Delaware corporation (the “Buyer”), Malka Media Group, LLC, a New York limited liability company (the “Company”), Jeffrey Frommer, Lyusen Krubich, Daniel Fried and Pat Capra (each a “Seller Member” and collectively, the “Seller Members” and, in his capacity as the Sellers’ Representative as described in Section 5.07 thereunder, Jeffrey Frommer (the “Sellers’ Representative”), the Company and the Seller Members hereby deliver these Disclosure Schedules with respect to the representations and warranties of the Company and the Seller Members set forth in the Agreement. The sections and subsections in these Disclosure Schedules correspond to the numbered and lettered sections and subsections set forth in the Agreement. Capitalized terms used but not defined herein shall have the same meanings given to such terms in the Agreement.

For the purposes hereof:

Nothing in these Disclosure Schedules is intended to broaden the scope of any representation or warranty contained in the Agreement or to create any covenant unless clearly specified to the contrary herein or therein. Inclusion of any item under any Section of the Disclosure Schedules (a) does not represent a determination that such item is material nor shall it be deemed to establish a standard of materiality, (b) does not represent a determination that such item did not arise in the ordinary course of business, and (c) shall not constitute, or be deemed to be, an admission to any third party concerning such item. Inclusion of any item under any Section of the Disclosure Schedules will also be deemed a disclosure as to each other applicable Section of the Disclosure Schedules, if any, to the extent such disclosure is reasonably apparent on its face. Any headings inserted in these Disclosure Schedules are for convenience of reference only and shall not affect or be utilized in construing or interpreting the Agreement or these Disclosure Schedules.

Section 3.08

Absence of Certain Changes, Events and Conditions

- (a) None.
- (b)
- 1. Second Amended and Restated Operating Agreement of the Company, dated as of June 18, 2021
- (c) None.
- (d)
- 1. Contribution Agreement, dated June 18, 2021, by and between Pat Capra and the Company
- (e) – (h): None.
- (i) See all contracts disclosed in Section 3.09 dated after December 31, 2020
- (j) – (n): None
- (o)
- 1. Promissory Note, dated May 25, 2021, made by Kalo Brands LLC in favor of the Company, in the initial principal amount of Two Hundred Sixty Thousand Dollars
- (p) – (r): None.
- (s)
- 1. Kevin Miller was promoted from freelance contributor to the Company's full-time Head of Production, with an annual salary of \$190,000.
- 2. Separation Agreement and General Release, dated April 28, 2021, by and between Christine Duell and the Company
- 3. Separation Agreement and General Release, dated February 12, 2021, by and between Daniel R. Shoemaker and the Company

4. Separation Agreement and General Release, dated September 14, 2021, by and between Heather Boucher and the Company
5. Separation Agreement and General Release, dated January 6, 2021, by and between Matthew Salvatore and the Company

(t)

1. Kevin Miller was promoted from freelance contributor to the Company's full-time Head of Production, with an annual salary of \$190,000.

(u)

See updated schedule of employees provided in response to Section 3.21(a) of the Disclosure Schedules.

1. Separation Agreement and General Release, dated April 28, 2021, by and between Christine Duell and the Company
2. Separation Agreement and General Release, dated February 12, 2021, by and between Daniel R. Shoemaker and the Company
3. Separation Agreement and General Release, dated September 14, 2021, by and between Heather Boucher and the Company
4. Separation Agreement and General Release, dated January 6, 2021, by and between Matthew Salvatore and the Company

(v) – (y): None

(z)

2. Contribution Agreement, dated June 18, 2021, by and between Pat Capra and the Company

(aa) – (bb) None.

Section 3.23

Transaction with Affiliated Parties

1. Malka Holdings LLC, which is owned by Jeffrey Frommer, Lyusen Krubich and Daniel Fried, is a minority investor in the following entities which are also clients of the Company:
 - i. Glosslab LLC
 - ii. Parched Hospitality Group Inc.
2. The Company has entered into the following agreements with the entities listed above, pursuant to which the Company provides services at less than market-standard rates for the current term of the Agreement:
 - i. Media Services Agreement, dated December 30, 2020, by and between the Company and Glosslab LLC
 - ii. Parched Hospitality Group, Inc. Subscription Agreement, dated October 25, 2020, by and between Parched Hospitality Group, Inc. and Malka Holdings, LLC
3. Malkalo LLC, which is owned by Jeffrey Frommer, Lyusen Krubich, Daniel Fried and Pat Capra, is a 15% owner of Kalo Brands LLC. The Company is party to that certain Promissory Note, dated May 25, 2021, in the initial principal amount of \$260,000, made by Kalo Brands LLC in favor of the Company.
4. Loan from Daniel Fried's father, Gordon Fried, to the Company, in the amount of \$49,000, documented solely in the Company's books and records, which will be paid at Closing via a distribution to Gordon Fried of \$49,000 of the Closing Cash Payment otherwise owed to Daniel Fried